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Contract Database Metadata Elements

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Employer Name: **Bethlehem Central School District**

Union: **Bethlehem Central Teachers Association**

Local:

Effective Date: **07/01/01**

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Bethlehem Central School District
And Bethlehem Central Teachers
Assn

AGREEMENT

BETHLEHEM CENTRAL SCHOOL DISTRICT

and

BETHLEHEM CENTRAL TEACHERS ASSOCIATION

July 1, 1998 -- June 30, 2001³

extended to June 30, 2003

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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**MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE
BETHLEHEM CENTRAL SCHOOL DISTRICT
AND THE
BETHLEHEM CENTRAL TEACHERS ASSOCIATION**

WHEREAS, the Bethlehem Central School District ("District") and the Bethlehem Central Teachers Association ("Association") 1998-2001 Agreement between the District and the Association.

The following provisions constitute all of the modifications to the 1998-2001 Agreement between the Bethlehem Central School District and the Bethlehem Central Teachers Association. Any provisions of the 1998-2001 Agreement not modified by the express terms state hereinbelow shall remain in full force and effect and the unchanged Terms of that Agreement, coupled with modifications stated herein, shall represent the full and complete Agreement of the Parties, effective July 1, 2000 and continuing through June 30, 2003.

The parties agree that any final Memorandum of Agreement will be submitted to the Association for ratification and to the Board of Education for ratification and approval to implement the funds necessary for such agreements.

Article XI - PROFESSIONAL COMPENSATION

7. b. The daily rate for extended professional employment shall be \$175.00 effective 7/1/01; \$180.00 effective 7/1/02.

Article XII - HEALTH INSURANCE

2. a. Effective July 1, 2000 employees may participate in either ParPlus, Secure Blue Preferred, or the Capital District Physicians Health Plan. Effective July 1, 2000, and continuing through June 30, 2003, for each plan offered by the District, the employer will pay an amount equal to ninety-eight percent (98%) of the individual premium and an amount equal to eighty percent (80%) of the premium for dependents. Any indemnity or out of network benefit play made available through the District will include a \$250/500 annual deductible with an out-of-pocket limit of \$2,500.00 per individual and \$5,000.00 per family per year.

c. Effective July 1, 2000 prescription drug plans offered with any of the above insurance plans shall be based on a contribution by the employee of \$5.00 for generic drugs, \$10.00 for name-brand drugs and

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

6/16/00

\$20.00 for non-formulary drugs. The Parties agree to implement a separate Drug Program under a pharmacy benefit management company.

7. Dental Plan: The District will contribute \$80.00 per individual or \$160.00 per family effective 7/1/98 and \$90.00 per individual or \$170.00 per family effective 7/1/99 toward the Bethlehem Central Teachers Association Dental Plan. The employees must pay an amount at least equal to the District contribution, with such deductions made in accordance with Article V, Section 6., h.

Effective July 1, 2000 and continuing through June 29, 2003, at which time this provision will sunset, the District will contribute twice the contractual amount to the dental plan as is currently provided in the total amount of \$180.00 per individual and \$340.00 per family. As of June 30, 2003, the payment reverts back to \$90.00 per individual and \$170.00 per family.

SCHEDULE B - Extra Duty Payment Schedule

2. EXTRA DUTY PAYMENT SCHEDULE

Increase the index base by 4.0% effective 7/1/00. For extracurricular positions only, increase the index base by 4.0% effective 7/1/01 and 7/1/02. For music and athletics, increase the index base by 2.0% effective 7/1/02, reallocating an additional 2.0% in accordance with a mutually-agreed upon revision to the point system.

ATHLETIC ACTIVITIES

Salary levels based on \$ values of current points

<u>98-99</u>	<u>99-00</u>	<u>00-01</u>	<u>01-02</u>	<u>02-03</u>
199	203	211	220	224
216	220	229	238	235
233	238	248	258	263
249	254	264	275	281
266	271	282	293	300
320	326	339	353	359

SCHEDULE C - School (Registered) Nurses

Effective July 1, 1998, in addition to the NURSES SALARY SCHEDULE provided hereinbelow, each full-time nurse will receive a \$250.00 non-cumulative stipend in each year of this Agreement. This provision shall terminate or "sunset" upon the expiration of the Agreement on June 30, 2003.

Part-time nurses will receive a ~~prorata~~ stipend added to their annual salaries or prorated hourly rate, as appropriate, with such stipend terminating or "sunsetting" upon the expiration of the Agreement on June 30, 2003.

1. Teacher Salary Schedule; 2001-2002 - See attached schedule
2002-2003 - See attached schedule

2001-2002

The parties agree that in the event of the Bureau of Labor Statistics Consumer Price Index (New York-Northeastern New Jersey Urban Wage Earners and Clerical Workers) for the 12 months ending December 31, 2000, exceeds a percentage of increase of 4.0%, the District agrees to increase the salary schedule by 1/2% for each full 1.0% increase over the 4.0% occurring in the CPI. It is understood, therefore, that the CPI would have to exceed 5.0% before a schedule adjustment would be due under this provision.

2002-2003

The parties agree that in the event of the Bureau of Labor Statistics Consumer Price Index (New York-Northeastern New Jersey Urban Wage Earners and Clerical Workers) for the 12 months ending December 31, 2001, exceeds a percentage of increase of 4.0%, the District agrees to increase the salary schedule by 1/2% for each full 1.0% increase over the 4.0% occurring in the CPI. It is understood, therefore, that the CPI would have to exceed 5.0% before a schedule adjustment would be due to this provision.

2.
 - a. The High School Dean positions will consist of .6 classroom teaching and .4 administrative responsibilities.
 - b. The Athletic Director position will consist of .4 classroom teaching and .6 administrative duties. The A.D. stipend will be \$1,600.00 with an additional \$50.00 per interscholastic sport. The position will include 20 days of supplemental employment. The A.D. may coach one interscholastic sport season.
 - c. The Middle School House Leader positions will consist of .6 classroom teaching and .4 administrative duties for each of the two regular houses and .4 classroom teaching and .6 administrative duties for the enlarged house.

3. Supervisory Staff Stipend

- a. Schedule

1. Supervisory Positions

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Supervisory Positions

A. Supervisor (K-12 responsibilities)

1. \$1,600.00 stipend
2. \$600.00 for K-5 responsibilities
3. a. 11 month employment (Science, Social Studies and Mathematics) with appropriate prorata compensation.
b. 10 days supplemental employment (Art and Music, and Health and Physical Education)
4. \$100.00 per supervisee
5. 0.2 Instructional duties

B. Supervisor (6-12 responsibilities only) (Second Language and Occupational Education)

1. \$1,600.00 stipend
2. \$100.00 stipend per supervisee.
3. 10 days supplemental employment
4. 0.4 Instructional duties
5. **K-5 Responsibilities:** In addition to the other provisions of this section, those supervisors who are assigned K-5 responsibilities which were not previously (prior to this amendment) associated with their particular position shall receive an additional \$600.00 stipend since the K-5 teachers do not represent additional supervisees.

a. Supervisor (6-8) (Middle School Language Arts and Reading)

1. \$800.00 stipend
2. \$100.00 stipend per supervisee
3. 4 days supplemental employment
4. 0.6 instructional duties

b. Supervisor (9-12) (High School Language Arts and Reading)

1. \$800.00 stipend
2. \$100.00 stipend per supervisee
3. 4 days supplemental employment
4. 0.6 instructional duties

c. Supervisor (K-5 responsibilities only)

a. ELC - K

1. \$800.00 stipend
2. \$100.00 stipend per supervisee
3. 6 days supplemental employment
4. 3 days supplemental employment for coordination of summer ELF program
5. 0.5 instructional duties

b. Supervisor (1-5) (Elementary Language Arts and Reading)

1. \$800.00 stipend
2. \$100.00 stipend per supervisee
3. 4 days supplemental employment
4. 0.5 instructional duties

II. Pupil Personnel Positions

A. Guidance Coordinator (6-12 effective 7/1/99)

1. \$1,000.00 stipend
2. \$100.00 stipends per supervisee
3. 20 days supplemental employment

4. The position of Guidance Coordinator shall consist of 0.8 counselor duties with a 0.2 release time for Guidance coordinator duties, or an equivalent appropriate combination of duties to be determined by the District and BCTA

5. Effective 7/1/99, the position will consist of 0.6 Counselor duties and 0.4 release time for Guidance Coordinator duties as hereinabove described.

B. CSE Chair/Special Education Supervisor (6-12)

CO-CURRICULAR ACTIVITIES

2000-2001 - Each point is valued at \$558.00

2001-2003 - Each point is valued at \$580.00

2002-2003 - Each point is valued at \$603.00

Point Values by Position

Title Value

Football

Varsity - Head 19.0
Varsity - Ass't. 15.25
J.V. - Head 14.0
J.V. - Ass't. 12.25
Freshman - Head 14.0
Freshman - Ass't. 12.25

Soccer-Men's and Women's

Varsity - Head 13.25
J.V.- Head 10.5
Freshman - Head 7.0
Modified - Head 6.25

Cross Country -Men's and Women's

Varsity - Head 11.5

Basketball Men's and Women's

Varsity - Head 16.35
J. V.- Head 12.25
Freshman - Head 10.25
8th Grade- Head 8.0
Assistant 8.75

Title Value

Track-Outdoor

Men's & Women's

Varsity - Head 14.0
Varsity - Ass't. 2@ 10.25

Indoor - Head

15.25

Indoor - Ass't. 5@ 11.75

Wrestling

Varsity - Head 16.35
Varsity - Ass't. 12.25
Freshman - Head 12.25
Freshman - Ass't. 9.25

Baseball

Varsity - Head 12.25
J. V. - Head 10.25
Freshman - Head 9.0
Modified - Head 7.75

Tennis-Men's

Varsity - Head 10.5
J.V. - Head 7.5

Bowling

Lacrosse-Men's and Women's

Varsity - Head 12.25

J. V. - Head 10.25

Freshman 9.0

Swimming-Men's

Varsity - Head 15.5

J. V. - Head 11.75

Freshman - Head 8.75

Elementary Intramurals

1 Day per Week 1.5

2 Days per Week 3.0

3 Days per Week 4.5

4 Days per Week 6.0

5 Days per Week 7.5

Middle School

Intramurals & Extramurals

Boys and Girls 2.0

Women's Field Hockey--H.S.

Varsity - Head 11.25

J. V. - Head 8.75

Freshman - Head 7.25

Women's Swimming

Varsity -Head 12.0

Assistant- 9.75

Varsity - Head 7.0

Varsity-Asst. 6.25

Golf

Varsity - Head 8.0

Assistant 6.25

Volleyball- Men's and Women's

Head 10.5

J.V. - Head 9.25

Freshman 9.0

Women' Gymnastics--H.S.

Varsity 12.5

Assistant 10.25

Women's Softball--H.S.

Varsity - Head 12.25

J.V. - Head 10.25

Freshman - Head 9.0

Modified - Head 7.75

Ice Hockey

Varsity - Head 15.0

Varsity Asst. 11.75

Women's Tennis--H.S.

Varsity - Head -Fall 10.0

J.V. - Head 7.0

Cheerleading - Fall

Football - Head 9.5

Football - Ass't. 8.0

Soccer - Head 5.25

Cheerleading - Winter

Basketball - Head 8.5

Basketball - Ass't. 6.5

14. TEACHING ASSISTANTS' SALARY SCHEDULE

STEP
1
2
3
4
5
6
7

2001

\$22.35
\$22.94
\$23.53
\$24.17
\$25.19
\$26.15
\$30.70

2002

\$22.80
\$23.40
\$24.00
\$24.66
\$25.70
\$26.67
\$31.32

For the Bethlehem Central School District:

R. Loomis

Date: 6/16/00

For the Bethlehem Central Teachers Association:

Robert M. Loomis

Date: 6/16/00

Bethlehem Central Teachers Association

1. Teacher Salary Schedule

Step	2001-2002		2002-2003	
	BA Salary	MA Salary	BA Salary	MA Salary
1	\$32,000	\$34,000	\$32,500	\$34,600
2	\$33,000	\$35,000	\$33,500	\$35,600
3	\$34,000	\$36,000	\$34,500	\$36,600
4	\$35,000	\$37,100	\$35,500	\$37,600
5	\$36,000	\$38,100	\$36,500	\$38,700
6	\$37,000	\$39,500	\$37,500	\$40,000
7	\$38,200	\$40,600	\$38,700	\$41,400
8	\$39,600	\$42,000	\$40,000	\$42,500
9	\$41,100	\$43,600	\$41,500	\$44,000
10	\$42,800	\$45,400	\$43,100	\$45,700
11	\$44,400	\$47,100	\$44,800	\$47,500
12	\$46,000	\$48,900	\$46,400	\$49,300
13	\$47,500	\$50,500	\$48,000	\$51,100
14	\$49,000	\$52,200	\$49,500	\$52,800
15	\$50,700	\$53,900	\$51,100	\$54,500
16	\$52,300	\$55,600	\$52,800	\$56,200
17	\$53,800	\$57,100	\$54,500	\$57,900
18	\$55,200	\$58,800	\$56,000	\$59,600
19	\$56,800	\$60,500	\$57,500	\$61,300
20	\$58,400	\$62,000	\$59,200	\$63,000
21	\$59,950	\$63,550	\$60,900	\$64,600
22	\$61,450	\$65,150	\$62,450	\$66,150
23	\$62,900	\$66,500	\$64,050	\$67,800
24	\$65,000	\$67,900	\$66,400	\$69,300
25	\$67,800	\$71,700	\$70,000	\$73,650

Bethlehem Central Teachers Association

Paragraph 11.NURSES SALARY SCHEDULECertified Occupational Therapy Assistant

	2001-2002	2002-2003
Step	Salary	Salary
1	\$21,400	\$21,900
2	\$21,900	\$22,400
3	\$22,400	\$22,900
4	\$22,900	\$23,400
5	\$23,800	\$24,300
6	\$24,400	\$24,900
7	\$25,400	\$25,900
8	\$26,400	\$26,900
9	\$27,400	\$27,900
10	\$28,400	\$28,900
11	\$28,900	\$29,400
12	\$29,400	\$29,900
13	\$29,900	\$30,400
14	\$30,400	\$30,900
15	\$30,800	\$31,300
16	\$31,400	\$31,900
17	\$31,900	\$32,400
18	\$32,400	\$32,900
19	\$33,025	\$33,825
20	\$33,300	\$34,100
21	\$33,575	\$34,375
22	\$33,900	\$34,800
23	\$34,125	\$35,025
24	\$34,500	\$35,500

AGREEMENT made this 14th day of October, 1998, by and between

BETHLEHEM CENTRAL SCHOOL DISTRICT

and

BETHLEHEM CENTRAL TEACHERS ASSOCIATION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

DEFINITIONS

As used herein the Term:

District shall mean Bethlehem Central School District, Albany County, New York;

Board shall mean the Board of Education of the District;

Superintendent shall mean the Chief Executive Officer of the District;

Association shall mean the Bethlehem Central Teachers Association;

Teacher shall mean a member of the bargaining unit covered hereby.

ARTICLE I - RECOGNITION

The Board recognizes the Association as exclusive bargaining agent for all professional personnel, including, inter alia, school (registered) nurses and teaching assistants, in the district except the Superintendent, the Business Administrator, Assistant Superintendents, Assistant School Business Administrator, Director of Program Development and Guidance, Director of Personnel, Director of Elementary Education, Director of Public Relations, Director of Pupil Personnel Services, Director of Secondary Education, Director of Educational Research, Building Principals, and Assistant Building Principals.

ARTICLE II - RESERVATION OF RIGHTS

Except as limited by the specific and express terms of this Agreement, the District, Board and Superintendent, reserve and retain unto itself and themselves all rights, authority, duties and responsibilities conferred and invested in it and them by the Constitution and statutes of the State of New York, the rulings and regulations of the Commissioner of Education and Agencies of the State and Federal Governments.

ARTICLE III - PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. The "Board/BCTA Committee" will meet monthly or at the group's convenience to discuss matters pertaining to the improvement of the "organizational climate" within the school district. This committee will consist of five members chosen by the BCTA and five members chosen by the Board of Education.
2. Concentrated bargaining will occur over five (5) consecutive workdays in November. Representatives for both parties will negotiate intensively until an agreement is reached or the failure to reach an agreement necessitates a joint declaration of "impasse." The bargaining sessions will be for a full work-day on consecutive days (subs to be hired for BCTA negotiators, with a limit of four). The members of the Board of Education and the BCTA Executive Committee will be strongly encouraged to be available during the evenings of the "bargaining week" so that tentative agreements can be reached. Necessary alterations to the above stipulations which will not violate the principle of concentrated bargaining may be agreed to.
3. Open disclosure of the proposals prior to negotiations will be made at a combined meeting of the Board and the BCTA sometime late in October. The District and the BCTA will exchange complete proposals with the rationale for each proposal item made public at that time. There will be no negotiations per se at this meeting, nor will there be any verbal exchange between the presenters

and the audience. There will be an opportunity for the presenters to clarify possible misunderstandings about statements made. There will be no visual nor verbal demonstration of dissatisfaction with the proposals, nor will there be any posturing on the part of the negotiators nor anyone else actively involved in the presentation.

4. Both parties shall furnish each other, in good faith, available information which shall enhance the negotiating process. The Board will provide the Association with an unabridged copy of the budget following approval of the budget for the tax levy.
5. No final agreement shall be executed without ratification by the Association and the Board of Education.

ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES

1. The Association shall have the right to use school buildings at all reasonable hours for meetings provided only that such use does not conflict with planned school activities. Application for the use of the buildings requested shall be made to the Building Principal or District Business Administrator as may be required. Applications shall be made at least one school day prior to the date for which use is requested. The Association will pay the cost to the District when additional costs are incurred by the District as a result of such use.
2. The District will provide 15 workdays without loss of pay for Association officers/delegates when attending conventions and conferences. Additional days for meetings that are designed for the improvement of education may be granted, subject to the approval of the Superintendent.
3. At the Superintendent's first meeting with the whole faculty in September, the Association shall be given a place on the agenda and allotted one hour to conduct its business.
4. Provided that on or before May 30th the Association notifies the Building Principals, in writing, of its duly elected officers, Administrative personnel shall cooperate with the Association officers (past President, President, First Vice- President, Second Vice-President, Secretary and Treasurer) in establishing their work schedules, and further provided there is no interference with their regular teaching and supervisory responsibilities. Such scheduling shall be done in a manner that would provide the earliest possible completion of the teaching responsibilities.
5. The official agenda for each Board meeting will be transmitted to the Association no later than the morning of the day prior to such meeting or as soon thereafter as the same is available. Approved minutes of the Board meeting will be transmitted to the Association as soon as possible following each Board meeting. The President of the Association or a designee shall have the right to address the Board during the public portion of the meeting.
6. The District and the Association agree to share equally the cost of providing a sufficient number of copies of this agreement for each unit personnel.
7. The Association shall be provided with bulletin board space in each faculty workroom for the posting of notices of its activities and matters of Association concern. The Association shall have the right to make reasonable use of the teachers' mail boxes for official communications to teachers. No competing teacher organization shall have this right except that the District shall not be required to censor or screen incoming mail.
8. Upon written request of either, the District and Association representatives agree to meet upon mutually-determined dates for the purpose of discussing, in an exploratory fashion, matters of mutual concern.
9. The BCTA President shall be granted 0.2 release time to perform the relevant duties of that office.

ARTICLE V - DEDUCTIONS

1. The District agrees upon the written authorization of teachers, to deduct from their salaries the dues of the Association, and to transmit such dues to the Association within thirty (30) days of deduction, together with a statement providing an allocation of the monies so transmitted.
2. The Association will certify to the District in writing the current rate of membership dues of the Association and will give the District thirty (30) days written notice prior to the effective date of any change.
3. Dues deductions will be made in equal installments during the school year. The District will not be required to honor for any month's deduction any authorizations that are delivered to it later than two weeks prior to the distribution of the payroll from which the deductions are to be made. Deductions will not be made from the third payroll in any month.
4. No later than September 30 of each year, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct dues. The list will show the amount of dues to be deducted on each payroll. This will be affixed to a claim form and transmitted to the business office for payment. The District will notify the Association of any changes in the said listing.
5. The District agrees that it will not accord dues deductions or similar check-off rights to any other teacher organizations.

6. **Optional Deductions**

By September 15, each teacher will individually and voluntarily authorize the District to make certain deductions from this salary. Deductions listed below will not be made from the third payroll in any month.

- a. Deductions for health insurance and group insurance will be made from each pay in equal amounts.
- b. Dues deductions will begin with the first pay in October and be scheduled in equal amounts for each payroll during the school year.
- c. Deductions for repayment of employee loans to retirement systems will be in equal amounts throughout the year on each payroll.
- d. Deductions for tax sheltered annuities will be made in equal amounts from each payroll. Changes in amounts or agent will be made upon thirty (30) days written notice. Only one change in amount will be permitted in any one calendar year.
- e. Community Chest pledges will be deducted in equal amounts from each payroll.
- f. Deductions for Employees' Credit Union.
- g. Individual adjustments for withholding tax will be deducted in equal amounts from each payroll.
- h. Deductions for a BCTA-sponsored dental plan will be made from each pay in equal amounts.

Organizations authorized to receive monies deducted from employees' salaries must maintain records and submit invoices to the Business Administrator to have funds which have been withheld remitted to that organization.

7. The District will provide for the direct deposit of employee paychecks to a bank account selected and authorized by the employee. The District shall not be liable for electronic transfer errors or other related problems.

ARTICLE VI - GENERAL CONDITIONS OF EMPLOYMENT

1. The Superintendent will meet annually, prior to March 1, with a committee appointed by the Association to study and review the existing school calendar and to make suggestions for the school calendar for the following year. Having received the suggestions of the Association, the Superintendent will confer with the administrative staff, surrounding districts, Boards of Cooperative Educational Services, and area private and parochial schools and will meet again with the Association for further recommendations before preparing such recommendations to be submitted to the Board for adoption.

2. **In-School Work Year**

The In-School Work Year for ten month unit personnel will consist of the following:

- a. 182 instructional days.
- b. Two (2) additional days to be used only for adverse weather conditions or extraordinary circumstances. If not used for such purposes, the days will be added to the Spring recess or to extend a weekend or holiday as determined by the Calendar Committee with approval of the Board.
- c. Two (2) conference and/or orientation days provided these days follow Labor Day. Newly employed teachers may be required to report before Labor Day for an additional orientation day.
- d. Should the school year be lengthened as a result of the Regents Action Plan, each teacher shall receive 1/200th of their salary for that salary year for each additional day.
- e. In addition, newly-employed teachers are required to spend five (5) additional hours during the school year for New Teacher Orientation. There will be no additional compensation, with the exception of activities which qualify for the Professional stipend, in the judgment of the Professional Advancement Committee.

3. **School Work Day** (See Schedule C for Registered Nurses and Schedule D for Teaching Assistants)

The required work day for all unit personnel in the schools of the District will consist of 7 hours and 30 minutes, inclusive of the employee's lunch period. This period of time will include:

- a. **High School**
 - i. 6.5 periods of combined classroom instruction and supervisory duties for full-time high school teachers, inclusive of homeroom. No classes will exceed one (1) period (43 minutes) except for Regents and A.P. Biology, Chemistry, and Physics; and Regents Earth Science (which will be scheduled two (2) class periods once per week);
 - ii. Five (5) instructional assignments; with no more than six (6) class periods on any day; and a two-semester average of no more than 25 periods per week;
 - iii. A minimum of forty-three (43) minutes for lunch;
 - iv. All remaining time for planning.
 - v. If a teacher's assignment includes four (4) preparations in a semester, that teacher will not be assigned supervision duties for that semester. If the number of preparations for a teacher includes five (5) in a semester, then the teacher shall be relieved of homeroom and supervision duties or equivalent assignments for that semester. For these purposes, a preparation is defined as a class different in content and scope from the other classes assigned to that teacher. Different ability levels of what is essentially the same course will only constitute different preparations if the general content is substantially different in subject matter covered, not merely in the difficulty of the content. (e.g., Social Studies 10E and Social Studies 10 as now taught would constitute one preparation, whereas Excel Social Studies 10 and Social Studies 10E would be two different preparations.) Regents or A.P. Science laboratory periods, Writing Center assignments, School Store, and Lab School or Participation in Government Coordination are not considered class preparations.) Any course meeting less than five (5) times per week will be pro-rated in calculation of a

teacher's number of preparations. A different textbook alone does not constitute a different preparation. Physical education classes as now constituted are excepted from the provisions of this clause.

b. Middle School

- i. A minimum of 30 minutes for lunch;
- ii. A daily average of 330 minutes of instructional and supervisory time; 90 minutes of team and individual planning, with no more than 120 minutes of such time on a weekly basis to be used for team planning. Specific allocation of the total planning time is to be made by the team teachers with the approval of the principal;
- iii. A minimum of 40 minutes total for individual planning time for other than team teachers.
- iv. The last student day of the year shall be a half day for students.

c. Elementary Schools

- i. A minimum of 45 minutes for lunch;
- ii. The ninety (90) minutes planning time may, at the discretion of the principal, be scheduled at the start and/or the end of the school day. If scheduled in two periods, those periods shall total ninety (90) minutes. It is understood that any variation in the planning schedule shall be on a complete group basis. Of this time, at least two hours shall be reserved for cooperative planning;
- iii. The actual instructional and supervisory time performed by elementary teachers shall not exceed a daily average of 330 minutes;
- iv. Elementary classroom teachers should be present whenever the art, music, librarians and physical education teachers are introducing new materials and techniques to their class groups. The classroom teacher will be allowed to leave the teaching station at other times except when the special subject teacher requests the presence of the teacher to give assistance or to be instructed on how to complete the project in the special teacher's absence. The Principal also may require the presence of the regular classroom teacher in the room on a particular day for specified purposes.
- v. Early dismissal days will be provided for elementary school parent conferences, scheduled in accordance with the District handbook.
- vi. The last student day of the year shall be a half day for students.
- vii. A 1/2 day early dismissal will be provided in June for elementary teachers' (K-6) end of year responsibilities, scheduled in accordance with the District handbook.

d. District Wide

- i. Teachers assigned on a part-time basis to more than one building shall be scheduled an equitable share of instructional time, planning time, etc., as provided in Article VI, Section 3a., b., c., and d., including a reasonable travel time allowance as determined by the District, between building assignments.
- ii. Individual teachers may agree to work beyond the work day defined above; with remuneration, individual teachers may voluntarily accept an additional instructional assignment.
- iii. There shall be regularly scheduled by the building principals not more than three (3) days per month for building staff and departmental meetings in the high school and middle school, and for staff development meetings in the elementary schools. Such meeting shall be of one (1) hour's duration and commence at the end of the regular school day.
- iv. Other extensions of the school day may be necessary for case conferences, parent conference, committee meetings, and program development. Participation in committee and program development activity shall be on a voluntary basis.

- v. All teachers shall participate in one annual open house per year. Elementary teachers and teachers who are assigned to more than one building may be required to participate in a second evening meeting with parents.
- vi. In lieu of applying the specific workday breakdown as contained in 3(a), 3(b) and 3(c), the following unit personnel shall, in conjunction with their supervisor and/or principal, arrange their workday to reflect their particular assignment in accordance with the principles outlined in 3(a), 3(b) and 3(c): guidance counselors, psychologists, librarians, supervisors, teaching assistants, nurses, social workers, reading teachers, resource room teachers, itinerant teachers, and speech teachers.
- vii. Teachers, in conjunction with the Building Principal, may arrange the starting and ending time of their work day relative to their scheduled assignments.
- viii. Tenured teachers may voluntarily, but will not be required to, assume additional duties because of the absence of a teacher. Untenured teachers will not assume additional duties because of the absence of a teacher.
- ix. Part-time personnel will only be required to perform or attend non-teaching duties if those activities begin within 30 minutes of the end of that teacher's responsibilities as assigned in accordance with Article XI, Section 6.

Teachers' Professional Responsibilities

- 4. Observation of teachers for the purpose of improving their own instruction may be performed by their Association peers upon the request of the teacher to be observed, provided peers are available at no additional cost to the District. All observations shall be reduced to writing on a form mutually agreed to by the Association and the Superintendent, and shall be made available to the immediate supervisor, the Principal, and the teacher involved.
- 5. Teachers shall not be responsible for cafeteria and bus duty, excluding Student Center duty as presently performed. In case of emergency, professional personnel may be temporarily assigned for such duties.
- 6. When teacher aides are available, they shall assist in clerical duties such as routine typing, collating of exams and materials, monitoring and correcting of standardized tests, or processing books.
- 7. The Board recognizes that teacher effectiveness with a group of students depends upon the ability of the individuals to function adequately. When a teacher, after consultation with the principal, files a written referral with the principal identifying a student as being unable to function adequately, and the principal concurs with the teacher, the Board agrees to provide appropriate specialists to evaluate the case within three weeks after notification. In the event the principal does not concur, a case conference involving the teacher, principal, and school psychologist (or guidance counselor) shall be held within one week of the date of referral. Upon identification of a problem requiring special services, the Board agrees to provide the same in the manner heretofore indicated. Within one month after the referral an initial appraisal will be made by the specialist involved. Such person(s) will then consult with the principal or the guidance counselor, and the teacher, and determine the measures to be taken to correct or improve the situation. The teacher will have direct access to a copy of the findings and recommendations for handling the case.
- 8. District and New York State policies and procedures for teacher intervention in student altercations shall be as contained in the Faculty Handbook published by the District. In addition, the District will include in the Faculty Handbook any District and/or State requirements and procedures, including notice requirements, for indemnification of teachers in the event they are named in legal actions arising out of their employment.

9. Probationary Teachers

- a. Continuation in employment of a probationary teacher shall be based upon satisfactory performance within the scope of his or her employment.
- b. For the purpose of determining a teacher's effectiveness, need to improve his instructional technique, and qualification for continued probationary status or tenure, all probationary teachers shall be observed by administrators and/or supervisors at least five times each year during the probationary period. Evaluations shall be conducted during the performance of teaching or other professional responsibilities. All evaluations shall be reduced to writing.
- c. Following evaluation, each teacher shall receive a copy of the evaluation report and upon request of the person doing the evaluation, the Building Principal, the Superintendent of Schools or the teacher being evaluated, conferences will be held between the teacher and the person doing the evaluation.
- d. If performance of the probationary teacher is less than satisfactory, the probationary teacher must be so advised on the evaluation report form.
- e. Unit personnel completing the final year of their probationary period must be notified at least 90 days prior to the termination of said probationary period if said teacher is not to be recommended for tenure. Teachers whose employment commences in September shall be notified by April 1.
- f. Probationary teachers shall not have the right to arbitration involving the matter of Discipline and Discharge.

10. Tenured Teachers

- a. Tenured teachers shall have the right to arbitration in the matter of Discipline and Discharge providing they have not elected to appeal to the Commissioner under Education Law, and further providing that having elected to use the arbitration procedure the grievant may not elect to seek relief via the Commissioner and Education Law. In accordance with §3020 of New York State Education Law, the discipline and discharge procedures contained herein shall provide for the written election by the employee of either the procedures specified in §3020-a of New York State Education Law or the alternative disciplinary procedures contained herein. The discipline and discharge procedures contained herein shall provide for the disposition of the disciplinary charge within the amount of time allowed therefor under such §3020-a.
 - b. Tenured teachers shall be observed by the department supervisor or building principal at least once a year.
11. Teachers shall have the right, upon written request, to review the contents of any and all district files containing information pertaining to the teacher, including but not limited to the teacher's personnel file, in the presence of a representative of the Superintendent. A teacher may elect to have an additional witness of his or her own choosing. Any material resulting from an event or occurrence involving a teacher that is to be placed in the teacher's personnel file must be reduced to writing and placed in such file within ten school days after the event or occurrence came to the attention of the administrator. The teacher shall examine the material, receive a personal copy and affix his signature to the actual copy to be placed in the teacher's personnel file. Such signature does not constitute agreement but merely signifies he has examined the materials. Teachers shall have the right to insert written explanations or responses to material in any such file. Such explanations shall be delivered to the Superintendent within ten school days after the teacher has received a copy of the material referred to herein.
12. Prior to the employment of persons without permanent or temporary certification in a position, the Superintendent will notify the Association and enter into discussions concerning such proposed employment.

13. Academic Freedom

The Board and the Association agree that effective teaching is best promoted when each teacher is free to pursue in his class the most effective teaching possible within the accepted and established educational program of the District. Therefore, the Board will guarantee to all teachers the most reasonable degree of academic freedom within this established program.

14. Reduction in Staff

In the event of a reduction of unit personnel, the applicable provisions of State Education Law will be followed.

15. Special Education

The District supports the least restrictive environment policy and continuum of services as mandated by Federal and State requirements. The support necessary for the student to be successful in the general education classroom is defined as part of the student's I.E.P. (Individualized Educational Program) plan. The term "inclusion student" refers to a multiply or severely disabled student who receives his/her primary instruction in an age appropriate general education classroom.

The I.E.P. of a multiply or severely disabled student who is included in the regular education classroom will include a framework for Inclusive Educational Services. The framework will provide a description of the inclusive program, the philosophy behind the student's program and the ingredients necessary for its success. The teacher will be provided with a copy of framework.

At least two weeks prior to the first teacher workday of each semester, teachers will be provided access to their class lists, including the I.E.P. students in their classes. Where the number of special education students equals or exceeds a certain number to be mutually agreed upon by the District and the BCTA, the District will identify classes and notify teachers. This number will serve as a threshold for the District to review the composition of the classes, but the need for change in student assignments or allocation of additional support will be determined by an analysis of the nature of the students with disabilities in the classes, rather than by a specific number. This information will be followed by a summary of each student's I.E.P., and upon request, a copy of the complete I.E.P.

Teachers will make every effort to resolve, at the building level, issues pertaining to training, including but not limited to, issues of safety, and the distribution of special education students in general education classrooms.

If unable to resolve such issues and concerns at the building level teachers will, upon request to the Director of Personnel Services, meet with a committee consisting of the Director of Pupil Personnel Services, the Assistant for Special Education, grades 6-12 (where applicable), the School Psychologist, and the school administrator.

The determination of that committee shall be final, contingent upon legally required Committee on Special Education and Board of Education approval.

16. Reimbursements

The District shall reimburse teachers for reasonable costs of replacing and repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by Workers Compensation which are damaged, destroyed or lost as a result of an injury sustained in the course of the teacher's employment.

The District will reimburse teachers for reasonable costs of any clothing or other property damaged or destroyed as a result of an assault suffered by the teacher while the teacher was acting in discharge of his/her duties within the scope of his/her employment.

The District's obligation under this provision shall be limited to reimbursement of actual expenses up to a maximum of \$250.00. Reimbursement is not applicable to personal property brought to school (i.e. - camera, CD players) that may be stolen or damaged while at school.

ARTICLE VII - VACANCIES, TRANSFERS, AND NEW POSITIONS

1. Whenever any new position is created or whenever any vacancy shall occur in any professional position within the unit represented by the Association, the same will be publicized by giving written notice of such position of the Association and by posting such notices in each school building. This notice shall set forth the qualifications for the position, salary range, and the selection procedures. No new position or vacancy shall be filled except on a temporary basis until such position shall have been posted for at least ten (10) work days prior to the last day on which applications will be accepted. As new positions or vacancies occur for the next school year, due weight shall be given to the professional background and attainments of all applicants. The basic criteria used in filling positions will be to employ the applicant best qualified for the position. Other factors being substantially equal, applicants from within the school district will be given first consideration and be given an interview upon request.
2. Transfers shall be based upon sound educational reasons and/or physical facilities.
3. Whenever possible teachers shall be notified of any proposed transfers before the close of the preceding school year. Ordinarily, teachers will not be transferred from one building to another during the course of a school semester. Exception to this must be based on sound educational principles.
4. Teachers will be notified of their tentative assignment no later than May 15. Any adjustments required after that date will be communicated in writing to the teacher concerned as soon as the need for the adjustment is realized. This assignment notification will include the number of classes, grade level, subject and designation of any group with special needs.
5. Administrative and supervisory positions will be advertised through the posting of notices in all school buildings for at least ten (10) work days prior to the last day on which applications will be accepted. The Board reserves the right to determine what qualifications shall be established for each position and further reserves the right to determine whether such positions shall be open only to qualified applicants from within the system or whether such positions shall be open to qualified applicants from outside the system as well.

ARTICLE VIII - LEAVES OF ABSENCE

1. Teachers will be granted sick leave of thirteen (13) days during their first year of employment, fourteen (14) days during their second year, fifteen (15) days their third year, sixteen (16) days their fourth year and each year thereafter at full salary accumulative. The Board may require physical examinations by physicians selected by the Board of any unit personnel while they are absent and using sick leave.

Teachers may use up to five (5) days per year of their annual entitlement for occasions of illness in the immediate family.
2. In the event an employee has used all days of his annual leave for illness in the immediate family as provided in 1. above, extensions may be granted, at the discretion of the Superintendent, but, if granted will be deducted from the individual's cumulative sick leave.
3.
 - a. Teachers will be granted an annual leave of four days to be used in the event of death in the immediate family. Such leave is not to be deducted from sick leave and is not cumulative. In the event an individual has used all four days of his annual leave for death in the immediate family, four additional days will be granted for each additional death.
 - b. In the event of the death of a current District student or a District colleague, the District will allow teachers to attend the funeral(s) and will provide $\frac{1}{2}$ of the amount of time necessary up to a maximum of $\frac{1}{2}$ day per attending teacher. Teachers attending a funeral in accordance with this provision will charge the remaining (matching) $\frac{1}{2}$ of the amount of time necessary to their personal leave under §7 of this Article.

4. For the purpose of this article, the "immediate family" is defined as husband, wife, mother, mother-in-law, father, father-in-law, son, (or spouse's son), son-in-law, daughter, (or spouse's daughter), daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, grandchildren, any relative living as a member of a teacher's household, or any other person with whom the teacher has developed an immediate family-like obligation due to established past personal relationships.
5. Teachers who are members of a religious faith which has designated religious holidays on days when school is in session will be granted leave for the purpose of observing such religious holiday(s), without salary deduction. Such leave shall be granted only upon three (3) school days prior written request.
6. Maternity leave of absence shall not exceed 15 months from the time of birth or adoption of a child, except that leave must terminate at the beginning of a school semester. A male employee is entitled to leave under this provision if the male is to be the primary care giver in rearing the child. Only one staff member is entitled to a leave if two employees are the parents of the same child. In the event a pregnancy results in a miscarriage or stillbirth during or prior to such leave, the teacher, with 30 days notice to the District, may return or remain in his/her position of employment. In the event an adoption agreement is revoked, the teacher, with 30 days notice to the District, may return or remain in his/her position of employment. A teacher shall notify the District of his/her intention to take a maternity leave at least ninety days in advance of the date the leave is to commence, together with the anticipated return date consistent with the first sentence herein. In the case of adoption, the teacher shall notify the District at least (90) days in advance of the anticipated time an adoptive child will be available, his/her intent to take a leave, and the anticipated return date consistent with the first sentence herein. An adopting parent shall notify the District immediately upon receipt of notification that a child is available for him/her to adopt on a specific date. Maternity leave shall be an interruption of the probationary period of non-tenured teachers and shall not apply in lieu of service in meeting the probationary time requirements.
7. Each teacher, at his/her own discretion, without submitting a reason to the employer, will be granted three (3) days of personal leave annually. Except in case of emergency, the teacher shall notify the principal in each building five (5) days in advance of the leave date. Personal leave will not be used for the first or the last day of the school year, or the day immediately preceding or following a holiday or holiday period except in the case of an emergency as determined by the Superintendent. No more than two personal leave days may be used consecutively except as allowed by the Superintendent. Personal leave days will not be cumulative, will not be deducted from the staff member's sick leave, and will be granted without salary deduction.

One day of unused personal leave may be utilized, at the option of the teacher, to initially join and participate in the sick leave bank in accordance with Section 14. Any unused personal leave not designated for the sick leave bank will be added to the teacher's cumulative sick leave.
8. Attendance at court for jury duty will be allowed without loss of pay, during the term of duty. Jury duty notice or its copy must be presented to the Superintendent's office.
9. Attendance at court or P.E.R.B. hearing as a party to an action or proceeding or as a result of a subpoena will be allowed at full pay. The subpoena must be presented to the Superintendent's office.
10. Teachers may be granted leave for professional responsibilities such as attendance at conference, fulfillment of obligations as officers of state and national professional organizations, curriculum development and service as resource personnel. Such leave shall be without loss of pay less, however, any wages received for such service, excepting only compensation for services rendered for the New York State Education Department. Such leaves shall require prior approval of the Superintendent.
11. Teachers who have been employed for five years or less shall receive disability pay for a period up to 200 days in the event of a work-incurred personal injury which prevents them from working. Teachers who are in their sixth year or thereafter will receive full pay from the date of injury until such time as they attain ten years' service in the Teachers Retirement System, or disability pay for 300

days, whichever is greater, or until they return to work within said period. If the disability occurs on the sixtieth birthday or thereafter, the maximum amount of income protection will be for a period of 200 days. All Workers' Compensation payments will be assigned to the School District in partial reimbursement. The Board will be entitled to physical examinations of the teacher by physicians in the field of disability for the purpose of determining if the teacher may resume any work in the District for which he is certified or qualified.

12. Upon application to the Board and subject to their prior, annual approval, any certified professional personnel who have attained tenure status are eligible for a two year leave of absence without either pay or benefits. After this two year leave, any such personnel will be eligible for a maximum of two more years of such leave. Any such personnel desiring such additional leave must apply to the Board for their prior, annual approval. Eligible personnel granted a full-time two year leave hereunder outside of the District must return for at least one year of full-time service in the District in order to be eligible for the additional two years of leave. Personnel on either a part-time leave of absence who work the remainder of the position in the District, or in a full-time leave of absence who work in a District position in another tenure area, will be eligible to apply for such additional leave without the requirement to return for at least one year of full-time service. In any event, no leave as provided herein will be granted beyond the limit of four (4) school years. Upon return from any such leave taken pursuant to this provision, no credit for a step increment(s) will be granted for time spent on leave unless required by operation of law.

For a person granted a part-time leave, that part-time status will count as a full leave for the purpose of totaling the two year and four year limits. Furthermore, any leave taken for a portion of a school year will count as a full year for the purpose of totaling the two and four year limits.

13. Teachers granted a leave of absence under this Article shall notify the District of their intent to return or not to return to the District by April 15. Failure to do so will result in the loss of preferential re-assignment upon return.

14. Sick Leave Bank

A sick leave bank shall be established for teachers who are physically disabled for an extended period during the school year. Such bank shall be made up of personal leave days donated by teachers initially joining the sick leave bank in accordance with Article VIII, Section 7 hereinabove. The bank shall be at a maximum when the number of days therein is equal to the number of unit members eligible for participation. This provision shall be phased in over the life of the Agreement in increments of 1/3, 1/3, 1/3, so that effective at the end of the 2000-01 school year, the bank will be at the maximum, with any such days added in accordance with the procedures herein contained. Thereafter at the end of each school year, the bank shall be replenished as it may be diminished through use, up to the prescribed maximum. After the initial donation of one day of unused personal leave to join the sick leave bank, a teacher's subsequent donations to replenish the sick leave bank as provided herein shall be taken from his/her unused accumulated sick leave.

The granting of such extended leave benefit shall be subject to the following conditions:

- a. The teacher's accumulated sick leave is exhausted;
- b. The teacher satisfies a five (5) unpaid working day waiting period after exhaustion of the accumulated sick leave;
- c. The teacher provides medical evidence acceptable to the District of the extended nature of the disability. The District may require an examination by another physician;
- d. Individual withdrawals shall be limited to the equivalent number of accumulated sick leave days in the teacher's account at the beginning of the school year during which the onset of the disability occurs.

The District reserves the right to withhold such extended leave benefit when:

- e. The teacher cannot continue to provide medical evidence acceptable to the District of the continuation of the disability when requested to do so by the District;
- f. The teacher may qualify for disability retirement under either any public retirement system or social security.

ARTICLE IX - MAINTENANCE OF STANDARDS

- 1. It is agreed that any terms and conditions of employment and/or duties and responsibilities of unit personnel not specifically included in this Agreement shall be maintained.
- 2. The Board agrees to notify the Association of any contemplated significant alteration or elimination of program content and curriculum. After such notification upon request from the Association, the Board agrees to meet with Association for consultation prior to the final action.

ARTICLE X - EDUCATIONAL ADVANCEMENT

1. Sabbatical Leave

- a. Sabbatical leaves will be available to two (2) members of the unit represented by the Association in each year during the term of this Agreement.
- b. Eligibility requirements are: (1) seven (7) years of service within the District; (2) permanent certification.
- c. Sabbatical Leave Options:
 - i. Half-year leave at full salary and all fringe benefits;
 - ii. One full year leave at half salary and all fringe benefits;
 - iii. Two full years' leave with one-fourth year's salary each year; all fringe benefits for one year.
- d. On return, a recipient of sabbatical leave will receive salary as if service were continuous.
- e. Eligible programs will include academic study, research, and/or educational travel.
- f. The recipient shall be under obligation to return for one full year of employment in the District or return all salary and the cost of fringe benefits received during the period of leave.

2. Procedure

- a. Application for Sabbatical Leave is to be submitted to the Superintendent by April 1. The application shall consist of:
 - i. Sabbatical Leave Request Form;
 - ii. A letter stating completely the plan of use of the sabbatical leave, including: the purpose, activities, professional benefits to applicant, and benefits which can be expected to accrue to the District. The applicant is encouraged to use this letter as an opportunity to express himself completely on the four topics listed.
- b. The Superintendent will determine eligibility on the basis of experience and certification.
- c. The applicant shall be initially interviewed by the Professional Advancement Committee, which committee shall make its recommendation as to approval or non-approval to the Board. Final approval or non-approval shall be made by the Board. No applicant shall be granted sabbatical leave unless recommended for approval by the Professional Advancement Committee.
- d. The request for sabbatical leave shall be submitted no later than April 1. Awards shall be announced no later than April 15.

3. There shall exist a Professional Advancement Committee, the purpose of which committee will be:
 - a. To make recommendations to the District on workshop courses and professional activities which do not carry academic credit but which would be recognized for salary purposes.
 - b. To make recommendations to the District relative to inservice programs.
 - c. To initially interview and make recommendations to the Board relating to applicants for Sabbatical Leave and leaves of absence as described in Article VIII, Paragraph 12 hereof.
 - d. Other matters relating to professional advancement referred to it by the Board or the Association.
4. The Professional Advancement Committee will be appointed annually. It will consist of six members and be chaired as follows:
 - a. The Superintendent or his designated representative.
 - b. A Secondary Principal appointed by the Superintendent.
 - c. An Elementary Principal appointed by the Superintendent.
 - d. A Senior High School teacher appointed by the Association.
 - e. A Middle School teacher appointed by the Association.
 - f. An Elementary School teacher appointed by the Association.
 - g. At its first meeting the Committee shall elect a chairman.

ARTICLE XI - PROFESSIONAL COMPENSATION AND RELATED ITEMS

1.
 - a. Personnel covered by this agreement shall be compensated for their services in accordance with the provisions of Schedules A B, C, and D attached to and incorporated in this agreement.
 - b. Effective July 1, 1999, a unit member will advance on the applicable salary schedule on July 1 of a contract year based upon the amount of time worked in the previous school year as follows:

Less than 0.5 of a unit member work year	No Step Credit
0.5 to 0.75 of a unit member work year	0.5 Step Credit
0.76 to 1.0 of a unit member work year	1.0 Step Credit
1 semester of In-school work year	0.5 Step Credit

Unit members on a split step prior to July 1, 1999, will maintain that salary calculation year-to-year. Advancement of steps for those on a split step calculation will be determined as per the above chart.
2.
 - a. Payroll checks will be issued on a bi-weekly basis. If school is not in session and personnel are not required to report to duty, checks will be issued no later than the last school day prior to the usual pay date. In no instance will the checks be released more than four days prior to the usual payday.
 - b. Full time teachers shall be paid \$500.00 of their regular first bi-weekly pay during the first week of school. Part time teachers will receive pro-rated amounts. The balance of the teacher's regular pay shall be paid in the regular pay date established by the District pursuant to this Article.
3. Ten-month employees may elect 1/21 of the yearly salary each payday, or 1/26 of the yearly salary each payday. Under the 1/26 plan, 5/26 of the yearly salary will be added to the regular check on the last payday in June.
4. Eleven and twelve-month employees will receive 26 paychecks of equal gross amounts during the school year.

5. Yearly salaries will be divided by the number of paydays for the employees (21 or 26) during the school year to determine the gross amount per pay period. This gross amount is to be calculated to two decimals without rounding.
6. Part-time teachers will have compensation prorated in accordance with the percentage of teaching responsibilities assigned.
7. Extended Professional Employment Policy
 - a. The staff will be involved in reviewing policies and programs for extended professional employment.
 - b. The daily rate for extended professional employment shall be \$160.00 effective 7/1/98; \$165.00 effective 7/1/99; \$170.00 effective 7/1/2000.
 - c. Extended professional employment shall be contingent upon available funds.

Procedure

- d. Proposals for extended professional employment will be announced by the Superintendent or his designee to the entire staff by April 1.
 - e. Notification of appointment for extended professional employment will be given to an applicant by the District Clerk by May 1.
 - f. Each announcement or notification of appointment for extended professional employment shall include a statement that such appointment will be contingent upon available funds.
 - g. Properly certified and qualified teachers currently employed by the District shall receive first consideration for any available position.
8. Retirement Incentive
- a. Teachers who retire under the rules of the New York State Teachers Retirement System with 15 years of full-time service in the Bethlehem Central School District shall be eligible for the incentive. Teachers who retire under the rules of the New York State Teachers Retirement System with 15 years of part-time and/or full-time service in the Bethlehem Central School District shall be eligible for the incentive hereinafter provided for at a pro-rata percentage based on their total district-wide part-time service or combination thereof.
 - b. In addition, teachers must give a written letter of retirement at least 6 months in advance of retirement on or before January 1, for an end of the year retirement date of June 30, and on or before July 1, for a retirement date coincident with the first day of the second semester of such school year.
 - c. Payment of the incentive shall occur as follows:
 - i. Teachers will be allowed to elect one of the following incentive payment options:
 - a. Payment in full shall be made on the first pay date following July 1st of the retirement date;
 - b. Payment in full shall be made on the first pay date following January 1st of the retirement date;
 - c. One-half of the payment shall be made on the first pay date following July 1st of the retirement date. The remaining half of the payment shall be made on the first pay date following January 1st.

- ii The incentive amount shall be as follows:

Payment for unused sick days pursuant to the following schedule:

101 - 200 days - \$35 per day

201 - 300 days - \$40 per day

The eligible unit member, in addition to the unused sick days described above, shall also receive the following:

1st year of Eligibility in NYS Teacher Retirement System	\$5,000
2nd year " " " " " "	\$4,000
3rd year " " " " " "	\$3,000
4th year " " " " " "	\$2,000
5th year " " " " " "	\$1,000

The maximum entitlement under this provision is \$17,000

- iii. Teacher Assistants with 15 years of service in the district who retire under the rules of the New York State Teachers Retirement System shall be eligible for 65% of the above incentive for teachers.
- iv. Nurses with 15 years of service in the district who retire under the rules of the New York State Employee's Retirement System shall be eligible for 65% of the above incentive for teachers.
- v. The parties agree that in the event the District elects to implement any New York State-provided early retirement incentive plan, this language shall be void for that particular school year.
- vi. For any purpose under this article, at the discretion of the Superintendent, a waiver may be granted on the basis of a written application regarding:
- a. The effective date of retirement.
 - b. Notice of retirement.
 - c. Retraction of a previously-submitted notice of retirement.

Such decision by the Superintendent is final and binding, non-grievable, and not subject to any review.

ARTICLE XII - HEALTH INSURANCE

1. Employees may elect to join the district health insurance program provided they qualify under the plan.
2.
 - a. Employees may participate in either the Community Health Plan, Blue Cross Matrix, or the Capital District Physicians Health Plan. For each plan offered by the District, the employer will pay an amount equal to ninety-eight per cent (98%) of the individual premium and an amount equal to eighty per cent (80%) of the premium for dependents.
 - b. The current method of calculating employee contribution toward premiums for District family (dependent) plan coverage shall not be affected by the 2% contribution described above.
 - c. Prescription drug plans offered with the Blue Cross Matrix Health Insurance Plan shall be based on a contribution by the employee of \$7.00 for name-brand drugs and \$3.00 for generic drugs. The Parties agree to implement the Select Pharmacy Plan/Managed Drug Program under the Blue Cross Matrix Health Insurance Plan. As part of any Blue Cross Matrix Health Insurance Plan, a managed care program with a \$300 co-pay penalty will be included. Also, effective July 1, 1995, the applicable deductible for extended medical coverage will increase to \$200 per individual/\$400 family aggregate.
3. At its option during the term of this Agreement, the District may propose to provide a different health plan from that currently in effect. At such time, a six-member committee made up of equal representation from the District and the Association shall be promptly established and shall determine the equivalency of the benefits of the proposed new plan as compared with the present plan benefits level. No plan shall be adopted which does not provide equivalent benefit levels as agreed by the District and the Association. The District and the Association agree that committee deliberations shall:
 - a. proceed promptly;
 - b. be confined to comparison of benefits between the current and proposed plans; and
 - c. shall not be concerned with any other changes in this Agreement.
4. Liability insurance for the benefit of teaching personnel will be continued for all teachers as presently in force.
5. Employees hired after July 1, 1980, who are employed on less than half-time (on a daily/weekly) basis, are not eligible for health insurance coverage, however, they may be permitted to join the health insurance program provided herein at their own cost. Employees hired after July 1, 1980, who are employed for one semester or less on a temporary appointment, are not eligible for health insurance coverage.
6. The Medicare reimbursement will be frozen at the monthly rate in effect on July 1, 1986. Furthermore, effective July 1, 1986, the Medicare reimbursement for a teacher's spouse will be eliminated upon attainment of the age of 65.
7. Dental Plan:

The District will contribute \$80 per individual or \$160 per family effective 7/1/98 and \$90 per individual or \$170 per family effective 7/1/99 toward the Bethlehem Central Teachers Association Dental Plan. The employees must pay an amount at least equal to the District contribution, with such deductions made in accordance with Article V, Section 6., h.
8. The district shall provide and implement a full cafeteria plan under IRS Code §125 Plan with the district paying the administrative costs thereof. Such plan will permit employee contributions for employee health insurance premiums, unreimbursed medical and dental expenses, and allowable child-care expenses, etc., in before-tax dollars.

9. The district will provide health insurance under the district health insurance program for employees who retire from district service under a pension provided under the New York State Teachers Retirement System ("TRS") or the New York State Employees Retirement System ("ERS"). In order to qualify for this benefit an employee must be eligible for health insurance as provided herein at the time of his/her retirement, and must retire under a TRS or ERS retirement plan. The district shall pay 98% of the individual premium or 50% of the dependent coverage premium in the same manner as implemented in Section 2 of this Article for employees with 15* or more years of district service, and 80% of the individual premium or 50% of the dependent coverage for employees with 10 or more years of district service. Employees retiring with less than 10 years of district service shall be permitted to continue to participate in the district health insurance program at their own cost. Employees retired prior to 7/1/98 and those retiring during the 1998-99 school (contract) year will not be affected by the two percent (2.0%) contribution provided under Section 2 hereinabove.

* Part time service can be counted for any years the teacher was eligible for health insurance benefits.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

1. This contract constitutes the full and complete agreement between the parties, and may be altered, changed, added to, deleted from, or modified only by mutual consent by instrument in writing signed by the duly authorized representatives of the respective parties.
2. This contract supersedes any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
3. Any individual arrangement, agreement or contract heretofore or hereafter entered into between the Board and any individual teacher who is a member of the unit represented by the Association shall be subject to and consistent with the terms and conditions of this agreement.
4. If any provision of this agreement or any application of the agreement to any teacher or group of teachers is found to be explicitly and definitively prohibited by statute, then such provision or application shall be deemed void except to the extent not prohibited by statute, but all other provisions or applications shall continue in full force and effect.
5. There will be no reprisals of any kind taken against any teacher by reason of his or her membership in the Association or participation in its activities.
6. The Board of Education agrees to include in the proposed budget submitted to the electorate all monies necessary for the implementation of this agreement.

ARTICLE XIV - GRIEVANCE PROCEDURE

Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board and its teachers is essential to the operation of the school, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts. These procedures are in compliance with Article 16 of the General Municipal Law.

Section 1 - Definition.

1. Grievance shall mean any claimed violation, misinterpretation or inequitable application of a Board or administrative work rule, regulation or policy affecting teachers, or of the terms of this Agreement.
2. The term Supervisor shall mean any department chairman, principal, assistant principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief school officer.
3. The Chief School Officer is the Superintendent of Schools.

4. Association shall mean Bethlehem Central Teachers Association.
5. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
6. Party in Interest shall mean the Grievance Committee of the Association, any party named in a grievance who is not the aggrieved party, the Board of Education and the Chief School Officer.
7. Grievance Committee is the committee created and constituted by the Bethlehem Central Teachers Association.
8. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Section II - Procedures

1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time when and the place where the alleged events or condition constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be promptly transmitted to the teacher, the Association, and the Superintendent.
3. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
4. The preparation and processing of grievances, insofar as practical, shall be conducted during the hours of employment. All reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
5. The Board and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
6. Except as otherwise provided in Section IV 1 (a) and (b) relating to Stage 1 proceedings, either party may retain a certified shorthand reporter or other person competent to make a verbatim record or to take the minutes of a grievance proceeding in Stages 2, 3, and 4. Unless the parties mutually agree to share the use and costs of the reporter, the party retaining the reporter shall be responsible for the costs thereof. An alternate method of recording the proceedings in Stages 2, 3, and 4 may include the use of a tape recorder. An aggrieved party and any party in interest shall have the right at all stages of a grievance to confront, examine and cross-examine all witnesses, to testify and to call witnesses and to be furnished with a copy of any minutes or tapes made of the proceedings at each and every stage of the grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or any member of the school district administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
8. Forms for filing grievance, serving notices and taking appeals will be as annexed hereto. The Superintendent shall provide a reasonable number of copies to the Association and shall maintain a supply of said forms in his office.
9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
10. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to be present at such adjustment upon written request of the teacher filed with the Superintendent and

to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

11. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
12. The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, tapes, minutes and/or transcribed notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 (a) and all written decisions at all stages. In the event the grievance resolution is not favorable to the aggrieved party, and provided tapes were made of the proceedings, a copy of such tapes will be made available at District expense to the aggrieved party and the Grievance Committee within two days after the recording of such tapes at Stages 2 and/or 3. The Association shall bear any additional expenses coincident with the reproduction of more than one copy of the original tape for its own use. Any claim of error in the minutes or tapes shall be made at the next appellate stage of the grievance procedure and shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee, and the Board, but shall not be deemed a public record.
13. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other form.

Section III - Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) school days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
4. The period of time commencing the day following the last day of school and ending the day preceding the first day of school shall not be included in the determination of time periods provided for herein.

Section IV - Stages for Grievance Procedure

1. Stage 1: Supervisor
 - a. An aggrieved party having a grievance will discuss it with his supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but in arriving at his decision, will not consider any material or statement offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the aggrieved party submits the grievance through a representative, the aggrieved party may be present during the discussion of the grievance.

- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him, the supervisor shall render a decision thereon, in writing, and present it to the aggrieved party, his/her representative and the Association.
2. Stage 2: Superintendent
- a. If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the aggrieved party shall file a written appeal of the decision at Stage 1 with the Superintendent within fifteen (15) school days after receipt of such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
 - b. Within five (5) school days after receipt of the appeal, the Superintendent, or his duly authorized representative, shall hold a hearing with the aggrieved party and the Grievance Committee or its representative and all other parties in interest.
 - c. The Superintendent, or his duly authorized representative, shall render a decision in writing to the aggrieved party with copy to the Grievance Committee within five (5) school days after receipt of the hearing transcript.
3. Stage 3: Board of Education
- a. If not satisfied with the decision at Stage 2, the aggrieved party shall file an appeal in writing with the Board of Education within ten (10) school days after receiving the decision at Stage 2. The official record maintained by the Superintendent shall be available for the use of the Board.
 - b. Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
 - c. Within ten (10) school days after the conclusion of the hearing, the Board shall render a decision in writing on the grievance and discuss it with the aggrieved party.
4. Stage 4: Arbitration
- a. Stage 4 shall be limited to only alleged inequitable application or misinterpretation of this agreement.
 - b. If the aggrieved party is not satisfied with the decision at Stage 3 and wishes to proceed further under the grievance procedure, he/she shall file a written notice to the American Arbitration Association (with a copy to the President of the Board of Education at the District's central office) within fifteen (15) school days after receiving the written decision at Stage 3.
 - c. The rules and procedures of the American Arbitration Association shall apply in the selection of an arbitrator and in the conduct of hearings.
 - d. The decision of the arbitrator shall be final and binding.
 - e. The cost and expenses of arbitration shall be borne equally by the Board and the aggrieved party.

ARTICLE XV - TERM, AMENDMENT, MODIFICATION AND TERMINATION

1. The provisions hereof shall be effective as of July 1, 1998, and remain in effect until June 30, 2001, and from year to year thereafter unless either party hereto shall notify the other, in writing, in accordance with Article III, paragraph 1, of their desire to amend, modify, or terminate the same.
2. Should either party timely notify the other of a desire to amend, modify or terminate this Agreement as hereinbefore provided, negotiations for a subsequent agreement shall commence and proceed pursuant to Article III hereof.

DATED: 2/1/99

BETHLEHEM CENTRAL TEACHERS ASSOCIATION




President

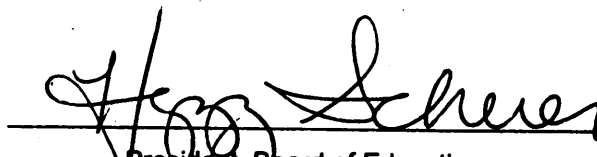


Chief Negotiator

BETHLEHEM CENTRAL SCHOOL DISTRICT



Superintendent of Schools



President, Board of Education

SCHEDULE A - SALARY SCHEDULE

1. Teacher Salary Schedule: 1998-99 - See attached schedule (page 26)
1999-00 - See attached schedule (page 26)
2000-01 - See attached schedule (page 26)

1999-2000:

The parties agree that in the event the Bureau of Labor Statistics Consumer Price Index (New York-Northeastern New Jersey Urban Wage Earners and Clerical Workers) for the 12 months ending December 31, 1998, exceeds a percentage increase of 4.0%, the District agrees to increase the salary schedule by 1/2% for each full 1.0% increase over the 4.0% occurring in the CPI. It is understood, therefore, that the CPI would have to exceed 5.0% before a schedule adjustment would be due under this provision.

2000-2001:

The parties agree that in the event the Bureau of Labor Statistics Consumer Price Index (New York-Northeastern New Jersey Urban Wage Earners and Clerical Workers) for the 12 months ending December 31, 1999, exceeds a percentage increase of 4.0%, the District agrees to increase the salary schedule by 1/2% for each full 1.0% increase over the 4.0% occurring in the CPI. It is understood, therefore, that the CPI would have to exceed 5.0% before a schedule adjustment would be due under this provision.

2. The High School Dean positions will consist of .6 classroom teaching and .4 administrative responsibilities.
3. Supervisory Staff Stipend
 - a. Schedule
 1. Supervisory Positions
 - A. Supervisor (K – 12 responsibilities)
 1. \$1600 stipend
 2. \$600 for K-5 responsibilities
 3. a. 11 month employment (Science, Social Studies and Mathematics, and Health, Physical Education and Athletics) with appropriate prorata compensation. The Director of Health, Physical Education and Athletics may be placed on a twelve month schedule at the District's option.
 - b. 10 days supplemental employment (Art and Music)
 4. \$100.00 per supervisee
 5. 0.2 instructional duties
 - B. Supervisor (6-12 responsibilities only) (Second Language and Occupational Education)
 1. \$1600 stipend
 2. \$100 stipend per supervisee
 3. 10 days supplemental employment
 4. 0.4 instructional duties

5. K - 5 Responsibilities: In addition to the other provisions of this section, those supervisors who are assigned K-5 responsibilities which were not previously (prior to this amendment) associated with their particular position shall receive an additional \$600 stipend since the K - 5 teachers do not represent additional supervisees.

a. Supervisor (6 - 8) (Middle School Language Arts and Reading)

1. \$800 stipend
2. \$100 stipend per supervisee
3. 4 days supplemental employment
4. 0.6 instructional duties

b. Supervisor (9 - 12) (High School Language Arts and Reading)

1. \$800 stipend
2. \$100 stipend per supervisee
3. 4 days supplemental employment
4. 0.6 instructional duties

C. Supervisor (K - 5 responsibilities only)

a. ELC - K

1. \$800 stipend
2. \$100 stipend per supervisee
3. 4 days supplemental employment
4. 2 days supplemental employment for coordination of summer ELF program
5. 0.5 instructional duties

b. Supervisor (1 - 5) (Elementary Language Arts and Reading)

1. \$800 stipend
2. \$100 stipend per supervisee
3. 4 days supplemental employment
4. 0.5 instructional duties

II. Pupil Personnel Positions

A. Guidance Coordinator (6 - 12 effective 7/1/99)

1. \$1000 stipend
2. \$100 stipend per supervisee
3. 20 days supplemental employment
4. The position of Guidance Coordinator shall consist of 0.8 counselor duties with a 0.2 release time for Guidance coordinator duties, or an equivalent appropriate combination of duties to be determined by the District and BCTA.
5. Effective 7/1/99, the position will consist of 0.6 Counselor duties and 0.4 release time for Guidance Coordinator duties as hereinabove described.

B. CSE Chair/Special Education Supervisor (6 - 12)

1. 10 month employment position

2. \$1600 stipend
 3. \$100 stipend per supervisee
 4. 10 days supplemental employment/Special Education Supervisor
 5. 10 days supplemental employment/CSE Chair
 6. 0.4 instructional duties, CSE Chair
 7. 0.6 Special Education Supervisor
- C. CSE Chair/Psychologist or Special Education Teacher
1. 10 month employment position
 2. 10 days supplemental employment/CSE Chair
 3. 0.6 CSE Chair
 4. 0.4 instructional duties, Psychologist or Special Education
- b. The exact days and purpose of all supplemental employment will be determined by the Assistant Superintendent of Curriculum and will be compensated at the per diem rate of 1/200 of the employees salary.
4. Policy Regarding Salary Adjustments after Advanced Study.
- a. Teachers will be paid \$28.00 for each credit hour earned. Unit personnel with a baccalaureate degree or master's degree who complete approved graduate courses in accredited colleges or activities which are qualified for salary adjustment will receive a salary increase of \$28.0 per each credit earned; part-time teachers will have the base salary and the payment for graduate credits prorated in accordance with the percentage of teaching responsibilities assigned. Approval will only be granted for credits directly related to the teacher's assignments(s) and responsibilities in the District. In those cases where eligibility is unclear, the final determination of eligibility will be made by the Professional Advancement Committee (PAC).
 - b. The salary increases are to become effective at the beginning of the semester following the earning of the credits.
 - c. A ceiling of 60 hours beyond either the baccalaureate or master's degree is placed on the number of graduate credits for which salary increases will be made.
 - d. A teacher completing graduate hours, an additional degree, or credit courses and workshops for professional advancement which qualify him for a higher salary, will notify the Superintendent of Schools by October 1 or March 1 by completing the prescribed form and attaching an official transcript or grade report.
 - e. A teacher who has taken courses and workshops for professional advancement which do not carry academic credit may submit an application for a credit review of the Professional Advancement Committee. Teachers will be paid \$28.00 for each credit hour earned.
 - f. Salary adjustments earned through advanced study and/or granting of advanced degrees will be made by lump sum payment twice during the year--at the end of October and at the end of March.
- Salary adjustments made on the October deadline will be effective as of September 1.
- Salary adjustments made on the March 1 deadline will be effective as of February 1 and will consist of a prorated amount of the additional salary increment, proportional to the amount of the school year remaining after February 1.

5. Anyone covered by this agreement who has received or who receives an earned doctoral degree approved by the Professional Advancement Committee shall receive an additional \$600.
6. The District will reimburse employees required to use their personal automobile for school district purposes at the maximum rate per mile allowable by the IRS and in effect on each July 1st during the term of this Agreement.
7. All EIT funds will be available to the District in order to help defray the costs of this agreement.

1. Teacher Salary Schedule

Step	1998-1999		1999-2000		2000-2001	
	BA Salary	MA Salary	BA Salary	MA Salary	BA Salary	MA Salary
1	\$30,500	\$32,400	\$31,000	\$32,900	\$31,500	\$33,400
2	\$31,500	\$33,400	\$32,000	\$33,900	\$32,500	\$34,400
3	\$32,500	\$34,500	\$33,000	\$35,000	\$33,500	\$35,500
4	\$33,500	\$35,500	\$34,000	\$36,000	\$34,500	\$36,500
5	\$34,500	\$36,600	\$35,000	\$37,100	\$35,500	\$37,600
6	\$35,500	\$37,700	\$36,000	\$38,200	\$36,500	\$38,700
7	\$36,800	\$39,100	\$37,300	\$39,600	\$37,800	\$40,100
8	\$38,200	\$40,600	\$38,700	\$41,100	\$39,200	\$41,600
9	\$39,700	\$42,200	\$40,200	\$42,700	\$40,800	\$43,300
10	\$41,200	\$43,800	\$41,800	\$44,400	\$42,400	\$45,000
11	\$42,600	\$45,300	\$43,300	\$46,000	\$44,000	\$46,700
12	\$44,200	\$47,000	\$44,800	\$47,600	\$45,500	\$48,300
13	\$45,800	\$48,700	\$46,400	\$49,300	\$47,000	\$49,900
14	\$47,200	\$50,200	\$48,000	\$51,000	\$48,600	\$51,600
15	\$48,600	\$51,700	\$49,400	\$52,500	\$50,200	\$53,300
16	\$50,200	\$53,400	\$50,800	\$54,000	\$51,600	\$54,800
17	\$51,600	\$54,900	\$52,400	\$55,700	\$53,000	\$56,300
18	\$53,050	\$56,450	\$53,800	\$57,200	\$54,600	\$58,000
19	\$54,550	\$58,050	\$55,250	\$58,750	\$56,000	\$59,500
20	\$55,900	\$59,400	\$56,750	\$60,250	\$57,450	\$60,950
21	\$57,100	\$60,700	\$58,100	\$61,700	\$58,950	\$62,550
22	\$58,250	\$61,850	\$59,300	\$62,900	\$60,300	\$63,900
23	\$59,200	\$62,800	\$60,450	\$64,050	\$61,500	\$65,100
24	\$60,200	\$63,900	\$61,350	\$65,050	\$62,550	\$66,250
25	\$62,850	\$66,650	\$64,455	\$68,255	\$66,433	\$70,233

SCHEDULE B - Extra Duty Payment Schedule

1. Regulations

- a. The parties agree that Physical Education teachers will not be required to accept involuntarily any coaching assignments. Non-Physical Education teachers may accept coaching duties with the approval of their supervisor or department head and principal. Payment above the salary schedule shall be in accordance with the established athletic coaching pay schedule.
- b. Appointment to Co-Curricular activities shall be made by the principal of the school in which the activities take place after consultation with interested faculty members. Payment above the salary schedule shall be in accordance with the established Co-Curricular activity salary schedule.
- c. The Extra Duty Pay Schedule listed in this contract does not exclude payment for new extra duty positions, nor does it necessarily exclude payment for extra duties presently being performed but not compensated for.
- d. Competent performance of an extra duty assignment shall establish priority on the part of the incumbent to successive appointments.
- e. All new or beginning personnel must start at step one (1) of this schedule.

2. EXTRA DUTY PAYMENT SCHEDULE

Increase the index base by 4.0% effective 7/1/98. for extracurricular positions only, increase the index base by 4.0% effective 7/1/99 and 7/1/00. for music and athletics, increase the index base by 2.0% effective 7/1/99, reallocating an additional 2.0% in accordance with a mutually-agreed upon revision to the point system. Effective 7/1/00, the index base using the revised point system will be increased so the cost will be equivalent to a 4.0% increase of the index base with the original point system values in each year.

ATHLETIC ACTIVITIES

Dollar Value by Step for Interscholastics

	STEPS					
<u>School Year</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>10</u>
1998-99	199	216	233	249	266	320

Dollar Value by Step for Intramurals

	STEPS					
<u>School Year</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>10</u>
1998-99	283	310	335	360	389	417

Note: To determine the actual stipend for each position for each step, multiply the point value shown below for the position by the dollar value for each step shown above.

Point Values by Position

<u>Title</u>	<u>Value</u>
<u>Football</u>	
Varsity - Head	19.0
Varsity - Ass't.	15.25
J.V. - Head	14.0
J.V. - Ass't.	12.25
Freshman - Head	14.0
Freshman - Ass't.	12.25

Soccer

Varsity - Head	12.5
J.V.- Head	9.9
Freshman - Head	6.65
Modified - Head	5.9

Cross Country

Varsity - Head	13.0
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Basketball

Varsity - Head	14.5
J. V.- Head	11.5
Freshman - Head	9.5
8th Grade- Head	6.75
Assistant	8.75

Lacrosse

Varsity - Head	11.5
J. V. - Head	9.4

Swimming

Varsity - Head	15.5
J. V. - Head	11.75
Freshman - Head	8.75

<u>Title</u>	<u>Value</u>
<u>Track</u>	
Varsity - Head	14.0
Varsity - Ass't.	10.25

Indoor - Head	15.25
Indoor - Ass't.	11.75

Wrestling

Varsity - Head	16.0
Varsity - Ass't.	12.0
Freshman - Head	10.25
Freshman - Ass't.	9.25

Baseball

Varsity - Head	11.0
J. V. - Head	9.15
Freshman - Head	8.15
Modified - Head	7.65

Tennis

Varsity - Head	9.5
J.V. - Head	6.5

Bowling

Varsity - Head	7.0
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Golf

Varsity - Head	7.0
Assistant	5.25

Volleyball

Varsity - Head	10.5
J.V. - Head	9.25
Freshman	9.0

Elementary Intramurals

1 Day per Week	1.5
2 Days per Week	3.0
3 Days per Week	4.5
4 Days per Week	6.0
5 Days per Week	7.5

Middle SchoolIntramurals & Extramurals

Boys and Girls	2.0
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Girls Field Hockey--H.S.

Varsity - Head	10.5
J. V. - Head	8.4
Freshman - Head	6.15

Girls Soccer--H.S.

Varsity - Head	12.5
J. V. - Head	9.9
Freshman - Head	6.65
Modified - Head	5.9

Girls Volleyball--H.S

Varsity - Head	10.5
J. V. - Head	9.25
Freshman - Head	9.0

Girls Basketball--H.S.

Varsity - Head	14.5
J. V. - Head	11.5
Freshman - Head	9.5
8th Grade - Head	6.75

Girls Gymnastics--H.S.

Varsity	12.5
Assistant	10.25

Girls Softball--H.S.

Varsity - Head	11.0
J.V. - Head	9.15
Freshman - Head	8.15
Modified - Head	7.65

Ice Hockey

Varsity - Head	15.0
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Girls Track--H.S.

Varsity - Head	14.0
Assistant	10.25

Girls Tennis--H.S.

Varsity - Head - Fall	10.0
J.V. - Head	7.0

Cheerleading - Fall

Football - Head	9.5
Football - Ass't.	8.0
Soccer - Head	5.25

Cheerleading - Winter

Basketball - Head	8.5
Basketball - Ass't.	6.5

Girls Swimming

Varsity - Head	12.0
Assistant	9.75

Other Athletic Activities

High School Intramurals

Number of Hours (1.5 hour sessions)

Point Value (Use Step 2)

1.5 - 4.5	.15
6.0 - 13.5	.45
15.0 - 22.5	.75
24.0 - 33.0	1.10
34.5 - 43.5	1.45
45.0 - 54.0	1.80
55.5 - 64.5	2.15

2. a. If a team qualifies for advance play (i.e., sectionals or intersectionals) beyond the regular season, the salary will be adjusted by .5 points for each week or part thereof. If this involves vacation time, the change will be 1.0 points per week.

CO-CURRICULAR ACTIVITIES

1995-96 - Each point is valued at \$516.

1996-97 - Each point is valued at \$537.

1997-98 - Each point is valued at \$558.

Musical Organizations

This program is directly related to the instructional training and daily program of the teacher. Point calculations in years 1-3 are .75 of those listed in this section.

<u>1998-1999</u>		<u>Effective 7/1/99</u>	
<u>Ensemble</u>	<u>Pt. Value</u>	<u>Ensemble</u>	<u>Pt. Value</u>
Marching Band	4.18		
Drill/Flag Team	0.2		
Pep Band - HS	3.76	Pep Band - HS	2.0
Dance Band - HS	3.97	Dance Band - HS	3.14
Concert Chorus - HS	3.76	Concert Chorus - HS	3.14
		Bass On Up - HS	3.14
Sound System - HS	3.76	Sound System - HS	3.76
Piping Rock - MS	1.73	Piping Rock - MS	3.14
Chorus 6	3.76	Chorus 6	3.76
Concert Chorale 7	3.76	Concert Chorale 7	3.97
Concert Chorale 8	3.76	Concert Chorale 8	3.97
String Orchestra - MS	3.76	String Orchestra - MS	3.76
Symphonic Orchestra - MS	3.97	Symphonic Orchestra - MS	3.97
Band 6 green	3.76	Band 6 green	3.76
Band 6 blue	3.76	Band 6 blue	3.76
Band 7	3.97	Band 7	3.96
Band 8	3.97	Band 8	3.97
Sound Sensation - MS	1.73	Sound Sensation - MS	3.14
Stage Band	3.14	Stage Band	3.14

Level A

Point values for these positions are arranged by steps. These are:

Step 1 - 1.7

Step 2 - 1.8

Step 3 - 1.9

Step 4 - 2.0

Step 5 - 2.1

Art Director--Stage 700

Art Director--VJC

Auditor--HS/MS

Class Advisor 6

Class Advisor 7

Class Advisor 8

Class Advisor 9

DECA

Elementary Student Government

Internal Accounts--MS

International Club

Key Club

Middle School Peer Helpers

Drama Club--MS

SADD--MS

SADD--HS

Student Leadership

Bookstore--MS

Students for Peace and Survival

Video Production/Tech Guild

Encore Drama Club--HS

Science Olympiad Team

Level B

Point values for these positions are arranged by steps. These are:

Step 1 - 2.5

Step 2 - 2.7

Step 3 - 2.8

Step 4 - 3.0

Step 5 - 3.2

Art Walkers Club

Class Advisor 10

Class Advisor 11

High School Peer Helpers

Honor Society

Internal Accounts--HS

Student Senate--HS

U.N. Club

Thinking Reed—Art

Thinking Reed—Literature

Level C

Point values for these positions are arranged by steps. These are:

Step 1 - 3.3

Step 2 - 3.5

Step 3 - 3.8

Step 4 - 4.0

Step 5 - 4.2

Assistant Director--MS Musical

Choreographer--Stage 700

Class Advisor 12

Debate Club

MS Drama Production

Newspaper--EAGLE'S EYE

ORIOLE Assistant No. 1--Photography and Layout

ORIOLE Assistant No. 2--Business Manager

VJC Acting Troupe

Speech and Debate Club

Studio 46

Level D

Point values for these positions are arranged by steps. These are:

Step 1 - 4.1

Step 2 - 4.4

Step 3 - 4.7

Step 4 - 5.0

Step 5 - 5.3

Director Stage 700

Director MS Musical

ORIOLE Advisor

Vocal and Instrumental Director--Stage 700

Technical Advisor to Stage 700, VJC

Elementary teachers who are requested by the principal to chaperone or supervise evening or weekend school sponsored events will be compensated at the hourly chaperone rate of pay, within the amount allocated for this purpose in the budget.

SCHEDULE C - School (Registered) Nurses

The integration of the School (Registered) Nurses (hereafter referred to as RNs) into the bargaining unit as of July 1, 1980, produced the need to distinguish certain aspects of their terms and conditions of employment from the provisions appearing in the contract having application to teachers in the unit.

The parties have hereby designated Schedule C as a summary provision which embodies and defines such distinctions and, in applying RNs' contractual terms and conditions of employment, must be read together with the contract document itself as a modification thereof.

The parties agree to add one longevity step (at Step 18) to the Nurses' Salary Schedule. (See attached schedule.)

Effective July 1, 1998, in addition to the NURSES SALARY SCHEDULE provided hereinbelow, each full-time nurse will receive a \$250.00 non-cumulative stipend in each year of this Agreement. This provision shall terminate or "sunset" upon the expiration of the Agreement on June 30, 2001. Part-time nurses will receive a pro rata stipend added to their annual salaries or prorated hourly rate, as appropriate, with such stipend terminating or "sunsetting" upon the expiration of the Agreement on June 30, 2001.

1. Article VI.3.--Full-time RNs' regular work day is 7-1/2 hours, inclusive of a 30-minute paid lunch period. Additionally, RNs employed after July 1, 1980, for less than 20 hours per week are not eligible for fringe benefits hereunder.
2. Article VI.3.d.vi.--"Nurses" herein shall mean both RNs and School Nurse Teachers (SNTs).
3. Article VI.6.--Not applicable to RNs.
4. Article VI.8., 9a., 12. and 13.--Not applicable to RNs; provisions of Civil Service Law shall apply in matters relating to discipline, discharge and reduction in staff, and recall.
5. Article VII.2.--Not applicable to RNs.
6. Article VII.3.--Last sentence not applicable to RNs.
7. Article VIII.1.--Service requirement for additional sick leave to begin July 1, 1980, for RNs covered under this provision. (Such sick leave accumulation that an RN possesses as of June 30, 1980, will be carried over and credited upon inclusion in this unit.)
8. Article VIII.12.--Not applicable to RNs.
9. Article IX.1.--Not applicable to RNs insofar as "duties and responsibilities" are concerned.
10. Article X.--Not applicable to RNs.
11. Article XI.1.--Schedule A is not applicable to RNs, but a separate RN salary schedule shall become part of this Schedule C and is attached hereto and identified as Schedule C, paragraph 11.
12. Article XI.7.--While the provisions do not apply to RNs, the parties intend that RNs shall be eligible to apply for summer employment in any health service function offered by the District at the applicable RN salary.
13. Schedule A.--Not applicable to RNs.
14. Appendix A.--Not applicable to RNs.
15. Annual salary as designated herein is for a 7-1/2 hour workday and a 184 day work year.

Paragraph 11.

NURSES' SALARY SCHEDULE

Certified Occupational Therapy Assistant

	1998-1999	1999-2000	2000-2001
Step	Salary	Salary	Salary
1	\$20,500	\$20,700	\$21,000
2	\$20,900	\$21,200	\$21,500
3	\$21,300	\$21,600	\$22,000
4	\$21,900	\$22,100	\$22,500
5	\$22,800	\$23,000	\$23,400
6	\$23,700	\$23,800	\$24,000
7	\$24,700	\$24,800	\$25,000
8	\$25,600	\$25,800	\$26,000
9	\$26,600	\$26,900	\$27,000
10	\$27,500	\$27,900	\$28,000
11	\$28,000	\$28,300	\$28,500
12	\$28,500	\$28,800	\$29,000
13	\$28,900	\$29,200	\$29,500
14	\$29,000	\$29,400	\$30,000
15	\$29,000	\$29,700	\$30,400
16	\$29,000	\$29,900	\$31,000
17	\$29,000	\$30,200	\$31,500
18	\$31,000	\$31,500	\$32,000
19		\$31,600	\$32,225
20		\$31,900	\$32,500
21		\$32,100	\$32,775
22		\$32,300	\$33,000
23		\$32,500	\$33,225
24			\$33,500

SCHEDULE D - Teaching Assistants

The integration of Teaching Assistants (hereafter referred to as TA) into the bargaining unit as of July 1, 1983, produced the need to distinguish certain aspects of their terms and conditions of employment from the provisions appearing in the contract having application to teachers in the unit.

The parties have hereby designated Schedule D as a summary provision which embodies and defines such distinctions and, in applying TAs' contractual terms and conditions of employment, must be read together with the contract document itself as a modification thereof.

The parties agree to add Steps 6 and 7 to the Teaching Assistants' Salary Schedule. (Adjust hourly rates to reflect change in the work day.) (See attached schedule.)

1. Article VI., 2(a), 3.--TAs' regular work day is 7-1/2 hours inclusive of a 30-minute paid lunch period. Additionally, TAs employed after July 1, 1983, for less than 20 hours per week are not eligible for fringe benefits hereunder.
2. Article VI., 3.d.i.--Not applicable to TAs.
3. Article VI., 6., 7.--Not applicable to TAs.
4. Article VI., 12.--Not applicable to TAs.
5. Article VIII.--All leave entitlements hereunder will be based on the regular teacher year work schedule.
6. Article VIII., 12.--Not applicable to TAs.
7. Article X.--Not applicable to TAs.
8. Article XI., 1.--Schedule A is not applicable to TAs, but a separate salary schedule shall become part of this Schedule D and is attached hereto and identified as Schedule D., paragraph 14.
9. Article XI., 7.--While the provisions do not apply to TAs, the parties intend that TAs shall be eligible to apply for summer employment in any function offered by the District at the applicable TA salary.
10. Schedule A and C.--Not applicable to TAs.
11. Appendix A.--Not applicable to TAs.
12. Hourly salary as designated in the attached schedule.
13. Work year is normally the teacher work year plus additional days, as may be scheduled by the principal.

14. TEACHING ASSISTANTS' SALARY SCHEDULE

<u>STEP</u>	<u>1998-99</u>	<u>1999-2000</u>	<u>2000-2001</u>
1	\$20.98	\$21.44	\$21.92
2	\$21.53	\$22.01	\$22.49
3	\$22.09	\$22.57	\$23.07
4	\$22.69	\$23.19	\$23.70
5	\$23.65	\$24.17	\$24.70
6	\$24.55	\$25.09	\$25.64
7	\$28.82	\$29.45	\$30.10

APPENDIX A

The Professional Advancement Committee is established to make recommendations to the Board of Education on (1) workshop courses and professional activities (engaged in while in the employ of the Bethlehem Central Board of Education) which do not carry academic credit, but which should be recognized for salary purposes, (2) the granting of professional leaves of absence and (3) other matters relating to professional advancement referred to it by the Board of Education or Bethlehem Central Teachers Association.

1. Graduate Credit

- a. Effective 7/1/97 teachers will be paid \$28.00 for each credit hour earned. Unit personnel with a baccalaureate degree or master's degree who complete approved graduate courses in accredited colleges or activities which are qualified for salary adjustment will receive a salary increase of \$28 for each credit earned; part-time teachers will have the base salary and the payment for graduate credits pro-rated in accordance with the percentage of teaching responsibilities assigned. Effective July 1, 1986, approval will only be granted for credits directly related to the teacher's assignment(s) and responsibilities in the District. In those cases where eligibility is unclear, the final determination of eligibility will be made by the Professional Advancement Committee (PAC).
- b. A ceiling of 60 hours beyond either the baccalaureate or master's degree is placed on the number of graduate credits for which salary increases will be made.

2. Undergraduate Courses

Undergraduate hours shall be considered for the purposes of salary adjustment. In order to have such salary adjustment made, the teacher must:

- a. Outline clearly the reason for taking an undergraduate course;
- b. Demonstrate that this undergraduate course improves his competence in his teaching field, or that this course is in a field which will be of use to the curriculum of the school district;
- c. Receive approval of this committee for salary adjustment for this work;
- d. Receive approval of the Board of Education for salary adjustment for his work.

3. Workshop Courses and Courses Taken Outside School District

- a. Such courses awarding credit shall be accorded salary adjustment under the above regulations for undergraduate courses.
- b. The occasional workshop or course sponsored by another school or agency that does not assign credit to its program shall be considered for salary adjustment under the following conditions:
 - i. Submission of a course description to this committee together with an application for salary adjustment.

- ii. Approval of this application must be granted by the committee. The committee will ask the workshop to evaluate its program and to assign a course credit, or will request the advice of a qualified agency in helping it assign to the workshop program a proper amount of credit. Some considerations that must be made in setting up such a course are:

- A 15 class hour minimum;

- Meetings outside school time;

- Qualifications of the instructor;

- Requirements made on participants;

- Comparability to a university level course;

- Statement verifying satisfactory completion of the workshop course.

- iii. Approval of the Board of Education.

4. Inservice Courses (Bethlehem Central School District)

Inservice courses given prior approval by the Board of Education upon recommendation of the Professional Advancement Committee shall qualify for salary adjustment. Some considerations that must be made in setting up such a course are:

- a. A 15 class hour minimum;

- b. Meetings outside school time;

- c. Qualifications of the instructor;

- d. Requirements made on participants;

- e. Comparability to a university level course;

- f. Statement verifying satisfactory completion of the inservice course.

5. Independent Pursuits (e.g., Writing, Curriculum, Planning, Independent Study)

Under limited conditions, independent study may result in salary adjustment. The following conditions must be met:

- a. Structuring of the program:

- i. Presentation of the project to the immediate supervisor or administrator qualified to evaluate the project.

- ii. Documentation of the project including:

- a. Applicability to the school program;

- b. Purpose;

- c. Intended results and proposed steps to carry it out;

- d. Length of time needed for project;

- e. Benefits to the school district to be derived from project.

- iii. Evaluation of results must be submitted to the appropriate administrator to determine whether results meet the above stated objectives.

- b. Such a project must receive the approval of this committee and the Board of Education (in that order) for salary adjustment.

6. Procedures for Remuneration

- a. Evidence of completed work, accompanying applications for salary adjustment shall be submitted:
 - i. By October 1 for work completed during the previous second semester and summer semester, and
 - ii. By March 1 for work completed during the first semester.
- b. Applications for salary adjustments should be submitted to the Office of the Superintendent on the standard form provided by the Superintendent's office.
- c. If the deadlines are not adhered to, applications for salary adjustment will not be considered until the next recognized deadline and no payment will be given retroactively.

7. Professional Development Program

The Professional Development Program is an optional program which will award a one time payment at the end of the school year for completion of district sponsored and approved staff development. The one time payment will be a maximum payment of \$200 to be paid at the end of the school year at the rate of \$20 per clock hour for completion of a minimum of five (5) clock hours of staff development. The maximum payment provided under the Professional Development Program will be \$200 per year for ten (10) clock hours.

The Professional Development Program is in addition to the present salary adjustment (approved graduate credit hours) after advanced study provided herein (Schedule A, Sections 4 and 5) which will be retained. To be eligible for the Professional Development Program, the staff development offering must be taken outside of the school day and any costs incurred will be paid by the teacher. Courses taken for college and university credit are not eligible for the Professional Development Program credit.

The Professional Advancement Committee will serve as the decision making body to approve staff development clock hours, including those offered within the district or outside of the district.

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